Westinghouse Government Services Group

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This booklet is a summary of the Plan document which describes the West Valley Pension Plan (Plan) in effect as of January 1, 2000. This summary describes only certain portions of the Plan and does not supersede the actual provisions of the Plan document, which in all cases is the final authority. The terms of the Plan cannot be amended or modified by oral statements. Only the Plan Administrator and the Administrative Committee can interpret the terms of the Plan in the event of a dispute. Although Westinghouse Government Services Company LLC intends to continue the Plan indefinitely, except when limited by provisions of a collective bargaining agreement, the Plan may be amended or terminated by Westinghouse Government Services Company LLC at any time without prior notice to or consent of employees, former employees, their dependents, or beneficiaries.

This document provides a summary of the Plan and supersedes all prior documents about the West Valley Pension Plan.

WEST VALLEY PENSION PLAN

The West Valley Pension Plan (Plan) is designed to provide you with a valuable source of income for the rest of your life, after you retire from West Valley Nuclear Services Company LLC and related companies. For purposes of this summary plan description, the term "Company" includes West Valley Nuclear Services Company LLC for periods on or after April 1, 1999, and West Valley Nuclear Services Company, Inc. a 100% owned subsidiary of CBS Corporation (formerly known as Westinghouse Electric Corporation) for periods prior to April 1, 1999. The amount of your pension depends on your compensation, years of service, and whether or not you choose to contribute to the Plan. Benefits may also be provided to your spouse if you die before you retire.

The Plan generally mirrors the provisions of the Westinghouse Pension Plan in effect prior to September 1, 1998. However, any employees who are not employed by the Company are excluded employees and are not eligible to participate in the Plan. Effective at the end of the day on August 31, 1998, assets and liabilities under the Westinghouse Pension Plan associated with (i) individuals who became participants in this Plan on such date, and (ii) individuals who, prior to such date, retired or terminated from employment with the West Valley Nuclear Services Company, Inc. operation (together "transferred individuals"), were transferred to this Plan pursuant to a transaction that complied with Internal Revenue Code section 414(l).

This Plan, as a mirror plan, includes the provisions of the Westinghouse Pension Plan that were applicable to the transferred individuals prior to September 1, 1998, which set out the benefits, rights, and features that apply to the transferred individuals with respect to service under the Westinghouse Pension Plan prior to September 1, 1998 (except that for such periods "excluded units" were any group of employees designated by the Administrative Managers of the Westinghouse Pension Plan as not eligible to participate in the Westinghouse Pension Plan). For the transferred individuals, "compensation", "credited service", and "eligibility service" under this Plan include compensation, credited service, and eligibility service under the terms of the Westinghouse Pension Plan for periods prior to September 1, 1998.

Highlights of the Plan include:

- In order to earn a pension based on service after 1994, you must elect to contribute to the Plan (the Westinghouse Pension Plan for periods prior to September 1, 1998). Once you elect to contribute, you must continue to contribute as long as you are eligible to participate in the Plan.

- If you retire at age 65 or later with at least 5 years of eligibility service, you qualify for a monthly pension payable for the rest of your life.

- You can retire early if you are age 60 with at least 10 years of eligibility service or age 58 with at least 30 years of eligibility service. You may qualify for an early retirement supplement if you were earning eligibility service under the Westinghouse Pension Plan before 1995 and elect to receive your total pension in the form of a monthly annuity.

- You have several payment options, so you can choose the one that best meets your individual retirement needs.

- If you select the lump sum payment option, you can receive only the amount attributable to your 12/31/94 frozen pension in a lump sum. If you have any additional pension available, it must be taken in the form of an annuity unless its value is $10,000 or less.

- If you die before you retire, your spouse may qualify for a survivor's benefit provided you meet certain age and/or service requirements at the time of your death.

- If you leave the Company before you retire, you are guaranteed to receive at least a full refund of your contributions with interest.

This booklet describes both the terms of the Plan on and after September 1, 1998, and the terms of the Westinghouse Pension Plan that applied to the transferred individuals before September 1, 1998 and after January 1, 1995. The term "Plan" as used in this booklet, applies either to the Plan or to the Westinghouse Pension Plan, depending on the time period that is involved. Refer to your earlier Pension Plan booklets or call the Westinghouse Benefits Center at 1-800-890-3600 if you have questions about the provisions of the Westinghouse Pension Plan.

WHO IS ELIGIBLE

You are eligible to participate in this Plan if you are:

- a nonrepresented full-time, part-time, or Casual employee of the Company; or

- employed in a unit represented by a union or other agent that has a written agreement with the Company covering your participation in the Plan.

Leased employees, casual employees (prior to October 1, 1997), employees in certain excluded units, and employees in a foreign jurisdiction and paid through a foreign payroll system are not eligible to participate. (See "Definitions" on pages 16-17 for the definition of these and other terms.)

CONTRIBUTING TO THE PLAN

You must decide whether or not to contribute to the Plan. If you don't contribute, you will not earn a pension while that election is in effect. If you were contributing to the Westinghouse Pension Plan on August 31, 1998, you will continue to contribute to this Plan on and after September 1, 1998. If you have elected not to contribute, you may change your election effective any January 1. Once you elect to contribute, you cannot become a noncontributor. You must continue your contributions as long as you are eligible to participate in the Plan.

For years beginning with 1995, if you elect not to contribute, you will earn eligibility service, but not credited service. You may earn a pension and will not be required to contribute to the Plan if you are on an approved leave of absence or are disabled for at least one month and are not receiving compensation on or after January 1, 1995 but previously had an election to contribute in effect.

If you choose to contribute to the Plan, you make contributions of 1.5% of your annual compensation.

Pension contributions are made through payroll deductions on an after-tax basis, starting with the first pay you receive in a year.

Here's an example:

You earn $2,500 a month ($30,000 a year). Your monthly and annual pension contributions are figured as follows:

Monthly Contribution	**Annual Contribution**
$ 2,500	$30,000
x .015	x .015
$ 37.50	$450.00

WHEN YOU CAN RETIRE

Normal Retirement

You may retire with a normal retirement pension on the first day of any month on or after your normal retirement date. Your normal retirement date is the first of the month after your 65th birthday or your completion of five years of eligibility service, whichever is later.

You may choose to continue to work beyond your normal retirement date. As long as you continue to work and have elected to contribute to the Plan, you earn additional pension amounts. You will not receive a pension while you are working unless you are still working on April 1 of the year after you turn age 70-1/2. (See "If You Postpone Retirement Beyond Your Normal Retirement Date" on page 12 for more information.)

Early Retirement

If you meet certain conditions, you may retire before your normal retirement date with an early retirement pension. You are eligible for an early retirement pension on the first of any month after you reach one of the following age and service combinations:

- age 60 with at least 10 years of eligibility service, or

- age 58 with at least 30 years of eligibility service.

You must be earning eligibility service at the time you satisfy the above age and service requirements to qualify for early retirement.

YOUR PENSION AT NORMAL RETIREMENT

Your normal retirement pension is calculated using two methods:

- career accumulation method, and
- flat rate method.

You receive the higher of your career accumulation amount or your flat rate amount.

Career Accumulation Method

Under the career accumulation method, you earn a certain amount of pension each year you contribute to the Plan. These amounts are added together to determine the total pension benefit you have earned at any given point in time. This is your career accumulation amount. There is a brief example of this accumulation on the next page.

Starting in 1992, each year you choose to contribute to the Plan, you earn a monthly pension of 1/12 of 2% of your annual compensation. For each full year of credited service you earned during 1992, 1993, and 1994, you earned a minimum monthly pension of $15 under the career accumulation method even if you elected not to contribute to the Plan.

Effective January 1, 1995, if you elect to contribute, you earn a monthly pension under the career accumulation method of 1/12 of 2% of your annual compensation. If your annual compensation in a year is less than $18,600, there is a minimum monthly accrual of $31 for that year. If you do not elect to contribute, you do not earn a pension.

Here's an example:

Your total annual compensation is $30,000, and you choose to contribute to the Plan. Your career accumulation amount for the year is determined as follows:

Annual compensation	$30,000
	x .02
Annual career accumulation amount (annual pension)	$600
Monthly career accumulation amount	÷12
(monthly pension)	$50

If you choose to contribute, the chart below shows the amount of monthly pension you earn in one year under the career accumulation method at various levels of compensation.

Monthly Pension Earned Under Career Accumulation Method

Total Annual Compensation	Monthly Pension Earned in One Year (Minimum $31)
$ 10,000	$ 31.00
20,000	33.33
30,000	50.00
40,000	66.67
50,000	83.33
60,000	100.00
70,000	116.67
100,000	166.67
150,000	250.00

Relationship between contributions and your pension - It is important to understand the relationship between your contributions and the pension you earn. When you contribute, you pay for a portion of your pension and the Company pays for the rest.

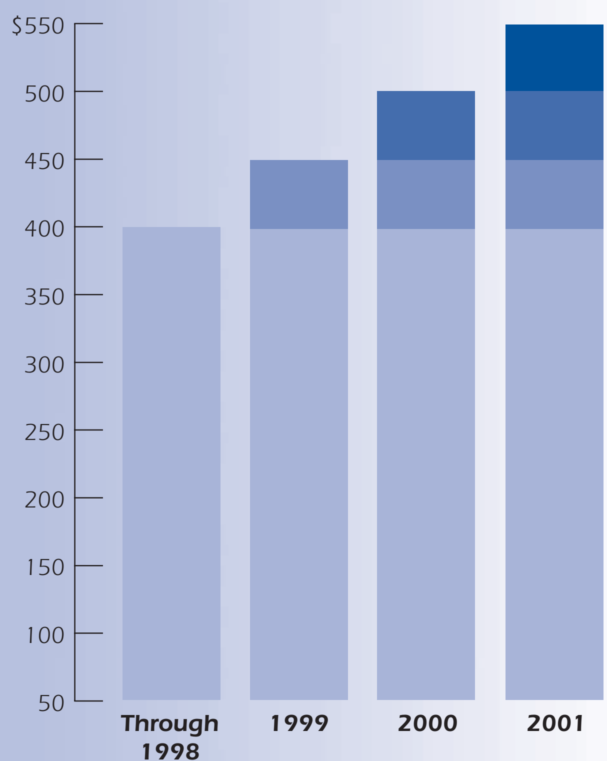
The previous examples show that under the career accumulation method, a contribution of 1.5% of $30,000, or $450 in one year, earns a monthly pension of $50 for that year. If you are vested and you retire at age 65, that $50 will be paid every month for as long as you live, with a guarantee of at least 60 payments. That is a guarantee of at least 60 payments of $50, or $3,000, for a $450 investment. If you live 16 years after retirement, the total payments would be $50 x 12 payments per year x 16 years, or $9,600 for your initial investment of $450.

Career Accumulation Method Before 1992 – If you participated in the Plan before 1992, you earned career accumulation amounts each year based on schedules and formulas used in earlier versions of the Plan. These schedules and formulas are summarized in Appendix C of the Pension Plan document.

Here's an example:

How does your career accumulation amount add up? For each of the three years indicated, assume your total annual compensation is $30,000, and you contribute to the Plan. Your career accumulation monthly benefit amount is $50 per year. Each year you build on the previous year's balance. This illustration assumes you had earned a career accumulation amount of $400 for your years of service through 1998.

Monthly Pension Amount Earned



If you participated in another pension plan that was merged into the Westinghouse Pension Plan, part of your career accumulation amount is based on the formulas used in that plan.

Career accumulation base amount - At the end of 1991, a career accumulation base amount was established for participants. This base amount was equal to or larger than the amounts that had been accumulated under the career accumulation method over the years. An explanation of how this base was determined is in Appendix C of the Pension Plan document.

For more information on your career accumulation base amount, contact the Westinghouse Benefits Center.

Flat Rate Method

The flat rate method replaces the final average compensation (FAC) method used prior to 1995.

Beginning in 1995, under the flat rate method, you earn a monthly pension of $31 for all contributory years of credited service. If you elected to contribute to the Plan when you were first eligible, all previous years for which you earned credited service are considered contributory years.

For noncontributory years prior to 1995, the flat rate monthly pension earned is $13. For noncontributory years beginning with 1995, you do not earn a pension.

Here's an example:

You retire in 1999 at age 65 with 30 years of credited service. You contributed during your entire career except for the years 1972 and 1973. Your flat rate monthly pension would be:

Contributory Years	$31 x 28 years =	$868
Pre-1995 Noncontributory Years	$13 x 2 years =	$ 26
	TOTAL	$894

If You are Disabled or on a Leave of Absence

Effective January 1, 1995, if you are on leave of absence or disabled for at least one month and are not receiving compensation, you will continue to earn a monthly pension, provided you had an election to contribute in effect immediately prior to becoming disabled or beginning a leave of absence.

During your leave or period of disability, you will earn a monthly pension of 1/12 of 1.5% of the compensation you would have received based on your most recent pay rate. The minimum monthly pension of $31 for each full year of credited service continues to apply under the career accumulation method. You will also earn a year of credited service under the flat rate method. During this period of leave of absence or disability, you will make no contributions to the Plan.

Your 12/31/94 Frozen Pension

In order to determine how much of your pension you are entitled to receive in a lump sum and how much your total pension will be if you elect a lump sum distribution, your 12/31/94 frozen pension must be calculated.

Your accrued pension up to December 31, 1994, is used to determine your "frozen" pension. It is the larger of your career accumulation amount as of 12/31/94 and your FAC amount as of 12/31/94. If you retire early, reductions may be applied to your 12/31/94 frozen pension. See "If You Retire Early" below for more information.

Under the FAC method, for contributory years prior to 1995, your pension is based on an average of your three highest annual salaries in your last 10 years of work.

Your FAC amount is $13 for all noncontributory years prior to 1995. For contributory years prior to 1995, your FAC amount is based on the table shown at right. To use the table:

- determine the average of your three highest-paid years in your last 10 years of work prior to 1995; then
- find the amount on the table that applies to that final average compensation. This is the FAC amount you get for each contributory year prior to 1995.

For example, assume you have 30 years of credited service on 12/31/94 and the average of your three highest-paid years in your last 10 years prior to 1995 is $30,000. You contributed in all years in which you were eligible to do so.

From the FAC table, you see that a final average compensation of $30,000 gives you a monthly pension amount of $25.50 for each year of service. Your FAC monthly pension at the end of 1994 would be $25.50 x 30 years = $765.

At the end of 1994, assume your career accumulation amount was $800 per month. Your 12/31/94 frozen pension would be $800 since it is greater than the $765 per month earned under the FAC method. This assumes you are eligible for normal retirement. If you retire early, reductions may need to be applied before you can compare the two amounts.

Final Average Compensation Table

This table shows the pension amounts under the FAC method for contributory years prior to 1995.

Final Average Compensation	**Monthly Pension for Each Year of Credited Service**
Up to $27,750	$23.50
Over $27,750, up to $28,050	23.75
Over $28,050, up to $28,350	24.00
Over $28,350, up to $28,650	24.25
Over $28,650, up to $28,950	24.50
Over $28,950, up to $29,250	24.75
Over $29,250, up to $29,550	25.00
Over $29,550, up to $29,850	25.25
Over $29,850, up to $30,150	25.50
Over $30,150, up to $30,450	25.75
Over $30,450, up to $30,750	26.00
Over $30,750, up to $31,050	26.25
Over $31,050, up to $31,350	26.50
Over $31,350, up to $31,650	26.75
Over $31,650, up to $31,950	27.00
Over $31,950, up to $32,250	27.25
Over $32,250, up to $32,550	27.50
Over $32,550, up to $32,850	27.75
Over $32,850, up to $33,150	28.00
Over $33,150, up to $33,450	28.25
Over $33,450, up to $33,750	28.50
Over $33,750, up to $34,050	28.75
Over $34,050	29.00

IF YOU RETIRE EARLY

To determine your early retirement pension, figure your pension as you would for normal retirement based on your years of credited service when you choose to retire. However, this section describes certain reductions that may apply, if you choose to have the payment of that benefit begin immediately. These reductions are necessary since you will be receiving this monthly benefit over a longer period of time. You may also qualify for an early retirement supplement or a special early retirement pension guarantee.

Reductions if you do not have pre-January 1, 1995 eligibility service under the Westinghouse Pension Plan

If you do not have eligibility service under the Westinghouse Pension Plan granted prior to January 1, 1995, the Plan's general reductions for early retirement apply. Your accrued pension (the greater of your career accumulation amount or your flat rate amount) will be reduced by 1/2 of 1% for each month that your retirement date precedes the first of the month following your 65th birthday.

Reductions if you elect a lump sum and you have eligibility service under the Westinghouse Pension Plan prior to January 1, 1995

Your 12/31/94 frozen pension (reduced as described on page 9 if you elect an annuity), is available to you in a lump sum. The remainder of your pension, if any, is available only as an annuity.

To determine how much of your pension, if any, is available to you as an annuity, your total accrued pension at your retirement date (the greater of your career accumulation amount or your flat rate amount) is reduced by 1/2 of 1% for each month that your retirement date precedes the first of the month following your 65th birthday. If this amount is equal to or less than the amount available as a lump sum, no amount is available to you as an annuity if you elect the lump sum option. If this amount is greater than the amount available as a lump sum, the difference will be paid as an annuity. However, if the lump sum value of the difference is $10,000 or less, you may elect to receive your entire pension in a lump sum.

In the example which follows, let's assume that you have a frozen pension as of 12/31/94 of $726 under the career method and $638 under the FAC method (now referred to as the flat rate method). During the five years that have followed your career accumulation pension has increased to $1,026 and, as indicated, your flat rate pension is $837, based on 27 years of credited service. In Part 1 of the example, your frozen career accumulation pension is reduced by 1/3 of 1% for each month that your early retirement date precedes the first of the month following your 65th birthday. Your frozen flat rate pension is unreduced. In Part 2, to determine if an additional amount is available as an annuity, your accrued pension at your retirement date (reduced as indicated in the paragraph immediately above) is compared to the frozen pension used to determine your lump sum payment. Amounts shown have been rounded to the nearest dollar.

Here's an example:

You retire on January 1, 2000, at age 60 with 27 years of eligibility service. You have a career accumulation pension amount of $1,026 and a flat rate pension amount of $837 and wish to receive the value of your frozen pension in a lump sum.

Part 1: Your 12/31/94 Frozen Pension

	Career Method	FAC/Flat Rate Method
12/31/94 accrued pension	$726	$638
Percent payable at 60 years 0 months	x 80%	x 100%
12/31/94 reduced pension	$581	$638
Greater of reduced career accumulation amount or flat rate amount		$638

(your 12/31/94 frozen pension)

Part 2: Amount Available as an Annuity:

Your pension accrued at your retirement date (the greater of your career or flat rate amounts)	$1,026
Reduction (1/2% per month before age 65 = 60 months x 1/2 of 1% or 30%)	x 70.00%
Your total reduced pension	$718
Your 12/31/94 frozen pension	-$638
Amount available as an annuity	$ 80

Reductions if you elect an annuity and you have eligibility service granted under the Westinghouse Pension Plan prior to January 1, 1995

If you have eligibility service granted under the Westinghouse Pension Plan prior to January 1, 1995, and you elect to receive your entire pension as an annuity, a more generous formula applies if you retire early.

Less than 30 years of eligibility service - If you have less than 30 years of eligibility service at retirement, your career accumulation amount is reduced by 1/3 of 1% for each month that your early retirement date precedes the first of the month following your 65th birthday. That amounts to 4% per year, with a total maximum reduction of 20%. However, there is no reduction in your flat rate amount.

Here's an example:

You retire on January 1, 2000, at age 60 with 27 years of eligibility service. You have a career accumulation pension amount of $1,026 and a flat rate pension amount of $837 (same as previous example).

Early Retirement Reductions at 60 years and 0 months:

	Career Method	Flat Rate Method
Earliest age for no reductions	65	60
Number of months before that age	60	0
Reduction per month	1/3 of 1%	N/A
Monthly pension	$1,026	$837
Percent payable	x 80%	100%
Reduced pension	$821	$837

Your Monthly Life Annuity Pension:

Greater of reduced career accumulation amount or flat rate amount		$837

As you can see from the previous example, if you elect the lump sum option for the amount of your pension accrued through 12/31/94, it would be based on a monthly amount of $638 with an additional amount of $80 available as an annuity.

However, if you elect the life annuity option, your monthly pension amount would be $837.

Note: If you elect a survivor annuity, additional reductions will be applied to your $837 monthly pension amount.

30 or more years of eligibility service - If you have 30 or more years of eligibility service at retirement and you retire at age 60 or later, there is no reduction in your pension. However if you retire before age 60, both your career accumulation amount and your flat rate amount are reduced. The reduction is 1/4 of 1% for each month that your early retirement date precedes the first of the month after you turn age 60. That amounts to 3% per year, with a total maximum reduction of 6% at age 58.

Early Retirement Supplement

In addition to your monthly pension, you may receive a monthly supplement of $10 per year of credited service in addition to your monthly pension if you:

- have eligibility service under the Westinghouse Pension Plan granted prior to January 1, 1995; and
- retire before age 62.

This supplement is payable until you reach age 62.

Special Early Retirement Pension Guarantee

A special early retirement pension guarantee ensures that if you are eligible for early retirement and elect to retire, your life annuity pension will never be less than your career accumulation base amount established on December 31, 1991.

That means if you retire early and, as a result, your pension would have been reduced normally to an amount lower than this guaranteed amount, you will still receive the guaranteed amount.

This special early retirement guarantee applies only if you elect an early retirement pension as described on page 4. It does not apply in any other situation.

YOUR PENSION PAYMENT OPTIONS

When you retire, you have a choice of pension payment options designed to meet different retirement needs. Your options are shown in the chart below. You must select an option by completing a Pension Plan Option Election form available from the Benefits Access Center (BAC). If you are married, you must have your spouse's consent to choose certain payment options.

Lump Sum Cashout for Small Payments

If the lump sum value of your retirement pension, plus any early retirement supplement you may be eligible to receive, is $5,000 or less, you will receive an automatic lump sum cashout instead of monthly payments. If your contributions with interest are greater than the lump sum value of your retirement pension, but less than $5,000, you will receive an automatic cashout of your contributions with interest and no further benefits are payable from the Plan.

Reductions for Survivor Annuities

If you elect a survivor annuity, certain reductions are applied to your pension amount. The reductions are based on your age and the age of whomever receives the pension if you die. This person is called your joint annuitant (see definition on page 17).

Because any monthly supplement you receive due to early retirement stops upon your death, it is not subject to reductions.

Under the Plan, "age" means your age at the birthday nearest your retirement date. For example, if you are 60 years and 6 months old on your retirement date, you are considered age 61. If you are 60 years and 5 months old, you are considered age 60.

The table on the next page shows the percentage of your pension you would receive, based on your age and that of your joint annuitant, if you choose a survivor annuity.

Your Pension Payment Options

Description	Spousal Consent	Reduction
Life Annuity-Full pension paid each month for the rest of your life	Required	No
55% Spouse Survivor Annuity-Reduced pension paid while you live; 55% of the reduced pension paid for the rest of your spouse's life if you die first	Not Required	Yes
100% Spouse Survivor Annuity-Reduced pension paid while you live; 100% of the reduced pension paid for the rest of your spouse's life if you die first	Not Required	Yes
55% Joint and Survivor Annuity-Reduced pension paid while you live; 55% of the reduced pension paid for the rest of the life of someone other than your spouse if you die first	Required	Yes
100% Joint and Survivor Annuity-Reduced pension paid while you live; 100% of the reduced pension paid for the rest of the life of someone other than your spouse if you die first	Required	Yes
Lump Sum-Amount attributable to your 12/31/94 frozen pension in a lump sum (actuarially equal to the life annuity, for that portion of your pension); one of the five annuity options must be selected for any additional pension amount unless its value is $10,000 or less	Required	No

Survivor Annuity Reduction Table

Age Difference	If Survivor is Younger		If Survivor is Older	
	55% Option	100% Option	55% Option	100% Option
None	92.5%	86.5%	92.5%	86.5%
1 year	92.0%	86.0%	93.0%	87.0%
2 years	91.5%	85.5%	93.5%	87.5%
3 years	91.0%	85.0%	94.0%	88.0%
More than 3 years	Decreasing by 1/2% for each year	Decreasing by 1/2% for each year	Increasing by 1/2% for each year, up to 100%	Increasing by 1/2% for each year, up to 100%

Here are examples:

- Your monthly pension is $850. You are age 63 and your joint annuitant is age 60. You elect a 55% survivor annuity. Your reduced monthly pension is then 91% of $850, or $773.50.

  If you die first, your joint annuitant receives 55% of the reduced pension of $773.50, or $425.43 each month for the rest of his or her life.

- Your monthly pension is $850. You are age 63 and your joint annuitant is age 60. You elect a 100% survivor annuity. Your reduced monthly pension is then 85% of $850, or $722.50.

  If you die first, your joint annuitant receives the full $722.50 each month for the rest of his or her life.

If your joint annuitant dies before you - If you choose a survivor annuity and your joint annuitant dies before you, but within five years of your retirement, your reduction is restored as shown on the following chart.

If Your Joint Annuitant Dies Before You:

Year of Death	Percent of Your Reduction Restored
1st year after your retirement	100%
2nd year after your retirement	80%
3rd year after your retirement	60%
4th year after your retirement	40%
5th year after your retirement	20%

After five years, if your joint annuitant dies before you, your monthly pension does not change.

Sixty-Month Guarantee

If you choose an annuity payment option, there is a guarantee of at least 60 times the monthly amount that would be payable on a life annuity basis. Therefore, if you choose a life annuity pension and die after your pension has begun but before receiving 60 monthly payments, your remaining pension benefit will be paid to your beneficiary in a lump sum.

If you choose a survivor annuity and both you and your spouse or joint annuitant die after your pension has begun but before the two of you have received a total amount of at least 60 times what your life annuity pension would have been, your remaining benefit will be paid to a beneficiary in a lump sum. If your spouse or joint annuitant dies before you, your remaining benefit will be paid to your beneficiary. If you die first, your remaining benefit will be paid to your spouse's or joint annuitant's beneficiary.

Effective Date of Payment Options

In all cases, your choice of payment option takes effect on your retirement date. If you die before your retirement date, your choice is canceled (see "If You Die Before You Retire" on page 12). After your retirement date, you may not change your payment option, even if you divorce or remarry.

When Payments Begin

If you elect an annuity, you will begin receiving payments on the first day of the month following your retirement date. For example, if your retirement date is July 1, the payment for July is payable on August 1, the first of the following month and includes the payment for both July and August.

If you elect a lump sum or receive an automatic lump sum cashout, the amount will be calculated as of your retirement date and is payable on the first day of the month following your retirement date.

IF YOU POSTPONE RETIREMENT BEYOND YOUR NORMAL RETIREMENT DATE

As long as you continue to work, you earn additional pension benefits if you continue to make contributions to the Plan.

Payments at Age 70-1/2

If you are still working on April 1 of the year after you turn 70-1/2, you must begin to receive monthly pension payments even though you are still working. Your monthly pension will be the full pension amount you had earned up to April 1. Each following January 1, your pension will be recalculated based on your current service and contributions. You will begin receiving this new amount later in the year and any additional payments will be made retroactively to January 1 of that year.

When you choose to retire, you must complete a Pension Plan Option Election form and choose one of the pension payment options described on page 10.

IF YOU ARE REHIRED AFTER YOU RETIRE

If, after you retire, you are rehired by the Company or a related company, all pension payments and supplements stop.

If you were receiving your entire pension in the form of an annuity, your pension will be recalculated when you retire again, based on all of your credited service.

If you took a lump sum when you retired initially and that lump sum represented the value of your entire pension, you will be treated as a new employee if you are rehired. When you retire again, your pension will be based only on credited service earned since you were rehired. Your previous eligibility service will be used only to determine if you qualify for a pension.

If you retired on or after January 1, 1995, and you elected a lump sum, but are also receiving a monthly annuity, you may repay your lump sum to the Plan with interest within five years of your reemployment date and have your total pension restored.

IF YOU DIE BEFORE YOU RETIRE

If you are married and you die before you retire, your spouse may be entitled to a spouse survivor benefit. If so, any designation of beneficiary you may have made is canceled because all rights to benefits under the Plan belong to your spouse. Depending on your age and/or eligibility service at the time of death, your spouse may qualify for an immediate spouse survivor benefit or a deferred spouse survivor benefit.

If you are not married and you die before you retire, your named beneficiary receives a refund of your contributions with interest.

Immediate Spouse Survivor Benefit

If you die while you are still earning eligibility service, your surviving spouse is entitled to immediate monthly benefits if you have:

- 25 years of eligibility service;
- reached age 50 with 15 years of eligibility service;
- reached age 60 with 10 years of eligibility service; or
- reached your normal retirement date.

The monthly benefit payable to your spouse is figured as though you retired (without an early retirement supplement) and chose a 55% spouse survivor annuity (see page 10). If you are younger than age 60 when you die, this benefit is calculated as though you retired at age 60, but based on your actual credited service.

Your spouse must be alive on the first of the month after your death for the benefit to start. Once monthly payments begin, they are paid as long as your spouse lives. If your spouse dies before 60 payments have been made, the balance of the 60 payments is paid in a lump sum to the spouse's beneficiary. In no event will the total of payments made to your spouse and/or your spouse's beneficiary be less than your contributions with interest.

Deferred Spouse Survivor Benefit

Your spouse is entitled to deferred monthly benefits if you die with at least five years of eligibility service but before meeting one of the requirements for immediate benefits listed above. A deferred monthly benefit can start when you could have first retired based on the eligibility service you had when you died. For example, if you have 20 years of eligibility service when you die, the earliest you could have retired is age 60. In this case, your spouse's deferred monthly benefit can start when you would have reached age 60.

The monthly benefit paid to your spouse is your accumulated pension reduced by 1/2 of 1% for each month that the starting date precedes your normal retirement date. That amounts to a 6% reduction per year, with a maximum reduction of 42% at age 58. The monthly benefit is also reduced as though you retired with a 55% spouse survivor annuity (see page 10).

In some cases, your spouse automatically receives a lump sum payment instead of a monthly benefit. This happens if, when you die, both the lump sum value of the monthly benefit your spouse could receive at your normal retirement date and your contributions with interest are $5,000 or less. Your spouse then receives the greater of the lump sum value of the monthly benefit or your contributions with interest. This lump sum is paid immediately.

Instead of waiting for a deferred pension or requesting a lump sum payment, your spouse may request an immediate monthly pension. The amount would be determined by actuarially converting the lump sum value of the monthly pension that would be paid at your normal retirement into an immediate monthly annuity.

If You Have Less Than Five Years of Service

If you die before you have five years of eligibility service, your named beneficiary receives a refund of your contributions with interest. To name someone other than your spouse as your beneficiary, you must obtain your spouse's consent.

IF YOU TRANSFER TO CERTAIN WESTINGHOUSE LOCATIONS

If you transfer directly from the Company to Westinghouse Government Services Company LLC (WGS), Westinghouse Government Environmental Services Company LLC (WGES), or Westinghouse Electric Company LLC (WEC) or any of their at least 50% owned subsidiaries (transferred employee) you will continue to earn eligibility service under the Plan for purposes of determining your vesting status and/or eligibility for early or normal retirement pension benefits. Your pension under the Plan will be based on your credited service accrued through your date of transfer but cannot be paid to you until your employment at WEC, WGS, WGES, or any of their at least 50% owned subsidiaries ceases. If you terminate your employment at any of the above prior to being eligible for normal or early retirement, you will be entitled to a vested pension under the terms of the Plan in effect at the time your employment ceases (see "If You Leave the Company" below). If you leave the Company and are subsequently employed at WEC, WGS, WGES, or any of their at least 50% owned subsidiaries, you will be treated as a transferred employee during the period of such employment.

IF YOU LEAVE THE COMPANY

If you leave the Company and all related companies before you are eligible to retire, the pension options available to you depend on your eligibility service. After you have five years of eligibility service, you are considered "vested," which means that you have a right to a pension benefit that you cannot lose. You will never receive less than your contributions with interest.

Before You are Vested

If you leave the Company and all related companies and stop earning eligibility service before you have five years of eligibility service, you are not vested. Depending on the amount of your contributions with interest, one of the following applies:

- If your contributions with interest are $5,000 or less, you automatically receive a full refund of your contributions with interest.

- If your contributions with interest are more than $5,000, you may choose to leave them in the Plan until age 65. At age 65, you must either take them in a lump sum or have them converted to a monthly pension. Any time prior to your 65th birthday, you also have the option of taking your contributions with interest in a lump sum or having them converted to an immediate monthly pension. You must have your spouse's consent to choose the lump sum. Your contributions will continue to earn interest up until they are paid out in a lump sum or converted to a monthly pension.

If you receive your contributions with interest in a lump sum and you are later rehired by the Company, WGS, WGES, or other participating employers (or members of their controlled groups), or any at least 50% owned subsidiaries of WGS or WGES, you have five years to repay the amount you received with interest. If you do this, your credited service and accrued pension will be restored.

After You are Vested

If you leave the Company and all related companies for any reason other than retirement and have five or more years of eligibility service, you are entitled to a vested pension. If you choose to wait to receive your full vested pension benefit, your monthly benefit will start on what would have been your normal retirement date had you stayed with the Company or related companies. Your pension is the amount you had earned at the time you left the Company and related companies.

If you would like to receive your vested pension benefit before your normal retirement date, you may choose:

- a deferred monthly pension which starts on or after the date you would have been eligible for an early retirement pension;
- a lump sum cashout of your 12/31/94 frozen pension and any additional pension in the form of an annuity. If the value of your pension earned after 1994 is $10,000 or less, you may elect a lump sum cashout of your entire pension; or
- an immediate monthly pension at any time.

If you choose an immediate or deferred monthly pension, the amount is determined by applying a conversion factor from an actuarial table to the total lump sum value of your deferred normal retirement pension. There are different tables depending on whether or not you are married. If you are not married, your monthly pension will be paid as long as you are alive. If you are married, your monthly pension will be paid as long as either you or your spouse are alive.

If you do not choose an immediate monthly pension at the time you leave the Company and all related companies, you may request one at some later date chosen by you. The amount is always based on your age on the date you select. You may choose an immediate monthly pension at any time before you reach your earliest retirement age.

If the lump sum value of your vested pension is $5,000 or less (or your contributions with interest, if greater), you will automatically receive a lump sum cashout of your vested pension or contributions with interest, if greater.

Monthly pension at your earliest retirement age- If you are vested and you leave the Company and all related companies before you are eligible to retire, you may choose to start receiving payments on or after your earliest retirement age. In this case, your vested pension is reduced by 1/2 of 1% for each month the starting date precedes your normal retirement date. For example, assume you want your pension to start on the first of the month after you turn age 61. This is 48 months early, so your pension is reduced by 24% (48 months x 1/2 of 1%).

Your earliest retirement age is:

- age 58 with at least 30 years of eligibility service;
- age 60 with at least 10 years of eligibility service; or
- age 65 with at least five years of eligibility service.

Your monthly pension is never less than your contributions with interest converted to a monthly pension using actuarial tables.

If you choose to have your vested pension start on or after your earliest retirement age, all of the pension payment options are available to you.

Lump sum cashout or immediate monthly pension- If you are vested and you leave the Company and all related companies before you are eligible to retire, the lump sum value of your vested pension is calculated. The lump sum value is actuarially equal to your monthly pension that would have started at your normal retirement date. It is never less than your contributions with interest.

If the lump sum value of your vested pension is $5,000 or less, you receive an automatic lump sum cashout instead of monthly payments.

If the lump sum value is more than $5,000, you may choose a lump sum cashout of your 12/31/94 frozen pension and an immediate or deferred monthly pension for any pension earned after December 31, 1994. If the value of your pension earned after 1994 is $10,000 or less, you may elect a lump sum cashout of your entire pension. You must have your spouse's consent to choose the lump sum.

If you are rehired after taking a total lump sum cashout, you are treated like a new employee for future benefits and you are not allowed to repay to the Plan the amount you received. Your pension benefits are based on the credited service you earn after you are rehired. Your previous eligibility service, however, is used to determine if you qualify for a pension.

If you are receiving an immediate monthly pension and are later hired, all pension payments stop. Your pension will be recalculated when you retire.

SUCCESSOR EMPLOYER BENEFITS

If your operation is sold to a different employer, you may be eligible for successor employer benefits. You are eligible if you:

- have at least 25 years of eligibility service at the time of the sale; and
- continue to work for the successor employer.

You may retire under the Plan when you stop working for the successor employer, but no earlier than age 60 (or age 58 if you have 30 years of eligibility service at the time the operation is sold). Early retirement reduction factors will apply. You are entitled to the early retirement supplement described earlier if you retire before age 62. If you are married, your spouse will receive a pension if you die before you are eligible to retire.

Any successor employer benefit payable under this provision of the Plan is based upon credited service accrued through the date your operation is sold to a different employer.

You are not eligible for successor employer benefits under this Plan if the assets and liabilities of this Plan attributable to the divested employees are transferred from this Plan to a successor employer plan.

If your service with a successor employer is considered eligibility service under this Plan, you cannot receive benefits from this Plan until you reach age 65 or the date you are no longer employed by the successor employer (whichever comes first).

HOW TO APPLY FOR YOUR PENSION BENEFITS

When you decide to retire, contact the Westinghouse Benefits Access Center (BAC) at least 90 days before your desired retirement date. This allows time for you to receive and complete the necessary forms, and gives the BAC time to process your retirement paperwork. Your retirement date is always the first day of a month.

If you die before retirement and your spouse is entitled to benefits, your spouse will be contacted by the BAC to complete the proper forms.

If you leave the Company and all related companies after you are vested but before meeting the requirements for early retirement, you will receive information concerning your vested pension rights from the BAC.

In any situation where you (or your spouse in the event of your death) believe that you are eligible for benefits, and you do not receive information from the BAC, you (or your spouse) should contact the BAC or the Plan Administrator (see page 18).

Your claim for benefits will be considered filed once the BAC receives your request for benefits. Generally, you will find out whether you will receive benefits within 90 days after your request is filed unless there are special circumstances. If there are special circumstances, you will be notified within the first 90-day period, and the decision will be made within another 90 days.

If your request for benefits is denied in whole or in part, you will receive a notice explaining why you will not receive benefits. References will be made to applicable Plan provisions, and you will be informed if there is any additional information that you can submit to obtain a favorable decision. You can request reconsideration if your claim is denied by sending a written request to the BAC or the Plan Administrator. (See "How to Appeal a Claim," on page 19.)

To be sure that you receive all the information you need and get your benefits when due, you must notify the BAC immediately if you change your address.

DEFINITIONS

Here are the definitions for some terms used in this booklet. If you have questions on these or other terms, contact the Westinghouse Benefits Center at 1-800-890-3600.

Actuarially Equal

Two different forms of payment are determined to have the same value based on a life expectancy table and a rate of interest specified in the Plan.

Annuity

A series of monthly payments for your life and depending on your pension payment election, the life of your spouse or other designated individual.

Casual Employee

An employee who is hired either:

- for a predetermined limited period of time, usually not to exceed two or three months; or
- for the purpose of completing a specific task that is anticipated not to exceed five months, and who has no expectation of continued employment beyond completion of that task.

The determination of who is a casual employee shall be made on a uniform and nondiscriminatory basis.

Compensation

The amount you receive from the Company or other participating employers as regular wages or salary during a calendar year. This includes night-turn bonus, group-leader and overtime pay, commissions and other variable compensation. If you elected a reduction in pay under section 401(k) or section 125 of the Internal Revenue Code, the amount of that reduction is considered part of your compensation.

Compensation does not include reimbursements or other expense allowances; fringe benefits (cash or non-cash); moving expenses; deferred compensation; welfare benefits; and 50% of an annual incentive award under a management incentive program, if paid to a "highly compensated employee" as defined by the Internal Revenue Code.

For the Plan, compensation cannot exceed a certain annual amount set by current federal income tax law. For 2000, the limit is $170,000.

Controlled Group

An entity is in the controlled group of another entity if it shares an 80% ownership relationship under IRS rules.

Credited Service

Your years of service used to determine your pension amounts. For full-time employees, credited service is counted in years and fractions of years. Any fraction of a year will be expressed as a decimal ratio of actual calendar days of service to the number of days in that year. It includes all years that you work for the Company and are eligible to participate in the Plan, plus certain periods away from work such as:

- furlough (an interruption of work, usually temporary, during which you get no pay);
- disability up to two years in a row;
- leave of absence (other than military and personal leaves) up to six years. If your leave continues for more than two years, you must demonstrate to the satisfaction of the Plan Administrator that you expect to resume employment;
- military leaves of absence up to the limit for which re-employment is required by law; and
- layoffs up to a continuous period of one year.

Except for certain approved leaves of absence and periods of disability, you will not earn credited service for any period of service unless you are actively contributing to the Plan during that period.

For part-time employees and casual employees working less than 24 hours a week, credited service is based on the number of hours worked. For any calendar year, credited service will be determined by dividing the number of hours worked in that calendar year by 2,000, subject to a maximum of 1 full year.

Eligibility Service

Your years of service used to determine when you or your spouse become eligible for a benefit. Eligibility service is not used to determine benefit amounts.

For full-time employees, eligibility service is counted in years and fractions of years. Any fraction of a year will be expressed as a decimal ratio of actual calendar days of service to the number of days in that year. For part-time employees and casual employees working less than 24 hours a week, eligibility service is based on the actual number of hours worked and will be equal to credited service in a calendar year in which you work less than 1,000 hours. If you work 1,000 hours or more you will earn 1 full year of eligibility service. Eligibility service is recognized for periods of service during which you do not have an election to contribute to the Plan in effect.

Eligibility service includes all years that you work for the Company, any other participating employers (and their controlled group members), plus certain periods away from work such as:

- furlough (an interruption of work, usually temporary, during which you get no pay);
- disability up to a maximum continuous period of two years;
- leaves of absence (other than military or personal leaves) up to two years;
- military leave of absence up to the limit for which re-employment is required by law;
- layoff up to a continuous period of one year; or
- other absence up to a continuous period of one year.

In addition, eligibility service includes the following types of service as if it were service for the Company:

- for individuals identified as "business employees" in Section 5.5(a) of the Asset Purchase Agreements dated June 25, 1998 between CBS Corporation and WGNH Acquisition, LLC relating to CBS Corporation's Energy Systems Business and Government and Environmental Service Business, eligibility service credited under the Westinghouse Pension Plan as of March 31, 1999;
- service for Westinghouse Electric Company LLC, or any of their at least 50% owned subsidiaries;
- service for Westinghouse Government Services Company LLC, Westinghouse Government Environmental Services Company LLC, or any of their at least 50% owned subsidiaries;
- for individuals hired or rehired prior to April 1, 2002:
- service for British Nuclear Fuels plc, Morrison Knudsen Corporation, or any of their at least 50% owned subsidiaries; or
- eligibility service credited under the Westinghouse Pension Plan prior to April 1, 2002, excluding service credited under the Westinghouse Pension Plan on account of service for (1) a subsidiary, division, or other business unit of CBS Corporation that was not part of Westinghouse Electric Corporation prior to November 24, 1995, and (2) a former subsidiary, division, or other business unit of CBS Corporation after such entity ceased to be an employer or affiliated entity under the Westinghouse Pension Plan; or
- eligibility service specifically granted to employees of companies acquired by the Company or at other Company or related company locations that do not presently participate in the Plan.

Involuntary Separation
Means separation due to layoff, release or discharge.

Joint Annuitant
The person you choose to receive your pension if you die. If you are married, your joint annuitant must be your spouse, unless he or she gives written permission to choose someone else.

Layoff
Layoff means that:

- employment ends through no fault of the employee for lack of work for reasons related to the business; and
- the Company determines there is a reasonable expectation of recall within one year.

Part-Time Employee
An employee regularly scheduled to work less than 24 hours a week.

Plan Year
The Plan year is the calendar year.

Related Company
Related companies are Westinghouse Government Services Company LLC, Westinghouse Government Environmental Services Company LLC, any participating employer, and members of any of these entities' controlled group, as well as any at least 50% owned subsidiary of Westinghouse Government Services Company LLC, Westinghouse Government Environmental Services Company LLC and any successor employer that has entered into a reciprocal service agreement.

GENERAL INFORMATION

This section contains special information on the West Valley Pension Plan that is governed by the Employee Retirement Income Security Act of 1974 (ERISA). Although you may not use this information often, it can be helpful if, for example, you want to know:

- how to contact the Plan Administrator or Trustee;
- what to do if a claim for benefits is denied; and
- your rights under ERISA and other federal laws.

This section supplies legal and administrative information you may need to contact the right person for information or help.

Plan Sponsor and Administrator

This ERISA-covered benefit Plan is sponsored and administered by Westinghouse Government Services Company LLC, who is the Plan Administrator. The Company has appointed people who are responsible for its day-to-day operation, including the creation of an Administrative Committee with responsibility for such matters. The Company maintains Plan records on a calendar-year basis.

The Westinghouse Benefits Center is your primary source of information about employee benefits. Contact the Westinghouse Benefits Center at:

For 2000:

Benefits Access Center
P.O. Box 550739
Jacksonville, FL 32255-0739
1-800-890-3600

For 2001 and later:

Westinghouse Benefits Center
Hewitt Associates
100 Half Day Road
Lincolnshire, IL 60069-9852
1-800-890-3600

You may also contact the Plan Administrator at:

Westinghouse Government Services Co. LLC
Benefits Department
4350 Northern Pike
Monroeville, PA 15146

This Plan applies to most employees of West Valley Nuclear Services Company LLC. It may also apply to employees of certain subsidiary companies, joint ventures of Westinghouse Government Services Company LLC or Westinghouse Government Environmental Services Company LLC and other employers designated by the Company.

You can get information on which subsidiaries, joint ventures or employers take part in this Plan, and which units are excluded, by writing to the Plan Administrator in care of the Westinghouse Benefits Center.

Identification Numbers

The Internal Revenue Service has assigned 82-0508469 as the Employer Identification Number for Westinghouse Government Services Company LLC. Westinghouse Government Services Company LLC must use this number when corresponding with the IRS and the U.S. Department of Labor on any matters related to its employee benefit plans.

Westinghouse Government Services Company LLC must also, by law, assign plan numbers to each of its ERISA plans. The Plan number for the West Valley Pension Plan is 003.

When referring to this Plan in claims appeals or other correspondence, you will receive help more quickly if you identify it fully and accurately. Use the full Plan name and number.

Type of Plan

The IRS calls the West Valley Pension Plan a "defined benefit" plan.

Funding

The cost of the Plan is paid by Westinghouse Government Services Company LLC and employee contributions. All Company contributions are actuarially determined.

Trustee

The Trustee for this Plan is:

Mellon Bank, N.A.
One Mellon Bank Center
Pittsburgh, PA 15258

Plan assets are held by Mellon Bank, N.A

Agent for Service of Legal Process

If legal papers are to be served concerning any aspect of this Plan, the designated agent is:

The Plan Administrator
Westinghouse Government Services Company LLC
Benefits Department
4350 Northern Pike
Monroeville, PA 15146

How to Get Plan Legal Documents

This booklet is intended to give a simple explanation of the Plan. However, this Plan is set up and operated under the terms of a plan document. If there is any conflict between the provisions of this booklet and the Plan document, the Plan document will govern.

You or your beneficiary may examine any or all plan documents at the principal office of the Plan Administrator or at your local Human Resources office. Upon written request to the Westinghouse Benefits Center, a copy of a Plan document will be sent to any participant or beneficiary.

Collective Bargaining Agreements

This Plan is covered by collective bargaining agreements. You may examine a copy of any agreement that applies to you at your local Human Resources office. You may obtain a copy of the agreement by writing to your local Human Resources representative. You will be charged for copies of any documents you request.

A complete list of unions participating in this Plan is available from the Plan Administrator.

How to Appeal a Claim

To request review of a denied claim, write to the Plan Administrative Committee.

Your request must be submitted within 60 days after you receive the notice of the denial of your claim. It should include any documents, records, questions or comments you feel are necessary for a complete review. If you submit an appeal, you can review all documents pertinent to your claim by contacting the Westinghouse Benefits Center.

The Plan Administrative Committee will provide a full and fair review of your case and notify you in writing of the final decision and the reasons for the decision. This decision will be made within 60 days of the receipt of your request for review unless there are special circumstances that require more time. If there are special circumstances, the 60 days may be extended to 120 days and you will be notified.

If the Plan Administrative Committee does not notify you of its decision within the 120-day period, you may treat the claim as finally denied and seek remedies in a state or federal court. (See "Your Rights Under ERISA" at right.) If the Plan Administrative Committee denies your claim on review, you will receive a written notice that explains the specific reasons for denial of your claim with specific references to applicable Plan provisions.

The Plan Administrative Committee has the authority to determine your eligibility for benefits under the Plan and to interpret the terms of the Plan. All decisions of the Plan Administrative Committee will be final and binding.

Your Rights to Your Benefits

Your benefits belong to you and, except for Qualified Domestic Relations Orders, may not be sold, assigned, transferred, pledged, or garnished. If you or your beneficiary are unable to care for your own affairs, any payments due may be paid to someone who is legally authorized to conduct your affairs.

Qualified Domestic Relations Orders

All or part of the benefits you earn under this Plan may be paid to a former spouse or other payee if the Company is served with a Qualified Domestic Relations Order (QDRO). A QDRO is an order issued by a state court relating to child support, alimony or division of marital property. Such an order must comply with the Retirement Equity Act of 1984.

Internal Revenue Service Limitations

The amount of pension payable under the Plan is subject to limitations under section 415 of the Internal Revenue Code. This limitation generally applies only to certain highly compensated employees.

Your Rights Under ERISA

Participant rights-As a participant in this Plan covered by ERISA, you have certain rights and protections under that law. ERISA allows Plan participants to:

- examine, without charge, all plan documents at the Plan Administrator's office and at other locations (such as local Human Resources offices). These include collective bargaining agreements, insurance contracts, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports and plan descriptions.

- get copies of all plan documents and other Plan information by writing to the Plan Administrator in care of the Westinghouse Benefits Center. The Administrator may make a reasonable charge for the copies.

- receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish you with a copy of the Summary Annual Report (SAR).

- obtain a statement telling you whether you have a right to receive a pension at your normal retirement age (age 65 or completion of 5 years of eligibility service, if later) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not currently have a right to a pension, the statement will tell you how many more years you must work to get a right to a pension. You must request this statement in writing, and the Plan must provide the statement free of charge. The Plan does not have to give you a statement more than once a year.

Fiduciary responsibility-In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate a plan are called "fiduciaries." Their duty is to operate the Plan prudently and in the interest of you and other Plan participants and beneficiaries.

Exercising your rights-No one, inside or outside the Company, may fire you or otherwise discriminate against you in any way to prevent you from obtaining benefits or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

If you file suit for any reason, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have questions about this Plan, contact the Westinghouse Benefits Center. If you have questions about your rights under ERISA, contact the nearest Area Office of the Pension and Welfare Benefits Administration, Department of Labor.

Future of the Plan

Except when limited by provisions of a collective bargaining agreement, Westinghouse Government Services Company LLC has the right to amend any and all provisions of the Plan, stop its contributions to the Plan, or terminate the Plan in the future. Any amendment that terminates the Plan must be approved by the Westinghouse Government Services Company LLC Board of Directors.

Pension Benefit Guaranty Corporation

If the Plan is terminated, benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC). Generally, the PBGC, which is a federal government corporation, guarantees most vested normal age retirement benefits, early retirement benefits, and certain survivor's pensions. However, the PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to certain limitations.

The PBGC guarantees vested benefits at the level in effect on the date of plan termination. However, if a plan has been in effect less than five years before it terminates, or if benefits have been increased within the five years before plan termination, the whole amount of the plan's vested benefits, or the benefit increase, may not be guaranteed. In addition, there is a ceiling on the amount of monthly benefit that the PBGC guarantees, which is adjusted periodically.

You can get more information on PBGC insurance protection and its limits from the Plan Administrator, or you can contact the PBGC at:

Office of Communications
PBGC
1200 K Street, N.W.
Washington, D.C. 20005-4026
(202) 326-4000

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